



Commonwealth of Kentucky
Transportation Cabinet
Frankfort, Kentucky 40622

James C. Codell, III
Secretary of Transportation


Paul E. Patton
Governor

Clifford C. Linkes, P.E.
Deputy Secretary

MEMO

Date: February 28, 2003

To: Bob Lewis
Division of Construction

From: Rick Stansel 
Division of Contract Procurement

Re: Boone County - PCN 030001
CM 3002 (104)
Apex Contracting, Inc.

Accompanying this memo is your copy of the Detailed Plan/Subcontract Requests, SubContract Agreements and Certificates of Insurance for this project. The established goal for this project was 2%. Contract Procurement has reviewed and approved 2.51%. A work order was issued February 27, 2003.

CC: Dexter Newman
Anna Patterson



KENTUCKY TRANSPORTATION CABINET
"PROVIDE A SAFE, EFFICIENT, ENVIRONMENTALLY SOUND, AND FISCALLY RESPONSIBLE TRANSPORTATION SYSTEM
WHICH PROMOTES ECONOMIC GROWTH AND ENHANCES THE QUALITY OF LIFE IN KENTUCKY."
"AN EQUAL OPPORTUNITY EMPLOYER M/F/D"

KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
DIVISION OF CONSTRUCTION
DBE Detailed Plan/SUBCONTRACT REQUEST

TC 63-35DBE
Rev. 04/23/02

PROJECT CODE NO :
03-0001

DBE Firm/Subcontract # :

TO :

Rick Stansel

Executive Director Division of Contract Procurement

FROM : Apex Contracting, Inc.

Prime Contractor

SUBJECT :

Boone

County

CM 3002 (104), FD52 008 0075 171-179

Project Number

I hereby request to utilize for DBE participation a portion of the subject project to:

M.A.S. Markers, Inc.

of Lebanon, IN

DBE Employer Identification Numbers:

Federal

35-1983873 KY

The amount to be subcontracted by this request is (original contract) or a subcontract amount of

\$15,750.40

or

2.51% of the

\$ 628,199.30

\$15,750.40

or

2.51% of the \$628,199.30

I have previously requested approval for subcontracts or agreements with other DBE as follows:

Name of DBE firm

DBE Amount DBE %

Contract Amount

Contract %

Totals based on original contract amounts

\$15,750.40

2.51%

\$15,750.40

2.51%

This section applicable if DBE firm is also a Subcontractor of work on Project:

This subcontractor has been furnished a copy of Appendix B of 49 CFR Part 29 and advised to include the Certification in all lower tier covered transactions and in all solicitations for lower tier transactions (Federal Aid Contracts only).

The proposed subcontractor is on the Department's list of qualified contractors and has current insurance coverage: Policy Number F59791(02)

Acuity A Mutual Insurance Co.

which expires on

March 7, 2003

with

Name of Insurance Company

Date

Grand A. Whitney

Prime Contractor's Signature

2/21/03

Date

Attested/Thylin A. Mattox

Recommended by Office of Minority Affairs Signature

Date Recommended by Office of Minority Affairs

Reviewed & approved: alh
2/21/03

KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
DIVISION OF CONSTRUCTION
DBE Detailed Plan/SUBCONTRACT REQUEST

TC 63-35 DBE
 Rev. 04/16/02
 Page 2 of 3

Project Code Number (PCN) _____ Prime _____ DBE Firm _____

(*) When description is limited by such as "Laying Only" "Erection Only" "Manipulation Only" etc. it should be so indicated and explained.
 (**) When the quantity is not the entire amount of (Contract) or (Sub-Contract) estimate, limitations by stations must be shown or definitely designated in some suitable, positive manner.
 Unit prices using Contract Unit Price should be for Bid Unit Price for work to be performed by Sub Contractor. DBE Unit price should be for the agreed upon price for item or portion of item of contract work.

DBE Participation Non-Pay Estimates Work Items

Description	Total Contract Quantity	Unit	DBE Unit Price	Dollar Amount based on DBE Price	Comments
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TC 63-35 DBE
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M.A.S. Markers, Inc.

(**) When the quantity is not the entire amount of (Contract) or (Sub-Contract) estimate, limitations by stations must be shown or definitely designated in some suitable, positive manner.

The Items to be subcontracted are as follows:

[illegible]

✓ \$15,750.40

SUBCONTRACT

THIS AGREEMENT, made this 3rd day of February, 2003, by and between **APEX CONTRACTING INC.**, a corporation existing under the laws of the State of Kentucky, hereinafter called the CONTRACTOR, and:

M.A.S. MARKERS, INC.

of 1625 S 400 E, Lebanon, Indiana 46052, Michele A. Johnson, President
317-769-7200 (phone), hereinafter called the SUBCONTRACTOR.

WHEREAS, the Contractor has heretofore entered into a contract with Kentucky Department of Transportation hereinafter called the OWNER, to perform certain labor and furnish certain materials for the construction and completion of Project CM 3002(104); FD52 008 0075 171-179 – Boone County, Kentucky – “The Cincinnati-Lexington Road (I-75) Artimis expansion from the Walton exit to Mount Zion Road. Reference markers, overhead variable message signs, video cameras and Roadway Weather Information System” as per the proposal and all documents incorporated therein, including the Kentucky Department of Highway’s Standard Specifications for Road and Bridge Construction, edition of 2000 as revised, the plans and addenda, which documents and all documents incorporated therein constitute the contract and are referred to herein as the Principal Contract; and

WHEREAS, the parties hereto desire to provide for the performance by Subcontractor of certain portions of the Principal Contract as hereinafter provided:

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained the parties hereto do mutually agree as follows:

A. SCOPE OF SUBCONTRACT

1. **WORK TO BE PERFORMED:** The Subcontractor agrees to furnish all labor, materials, equipment, tools, management, skill and instrumentalities, and all other things necessary in, or in connection with, the full performance of all work required under the Principal Contract items described under Paragraph 4 of this agreement and in accordance with the special conditions hereinafter contained.

2. **COSTS AND EXPENSES TO BE PAID:** The Subcontractor agrees to pay for all costs and expenses including, but not limited to, labor, materials, equipment, machinery, fuel, oil, tools, management, skill and instrumentalities used in, or in connection with, the performance of this Subcontract, when and as bills or claims therefore become due, and to furnish satisfactory evidence to the Contractor, when and if required, that he has paid all payrolls, bills, expenses, and costs of every type and nature whatsoever connected with the performance hereof.

3. INCORPORATION OF PRINCIPAL CONTRACT: The Principal Contract has been read by the Subcontractor, and the Subcontractor agrees to be bound to the Contractor and to assume toward the Contractor all the obligations and responsibilities that the Contractor assumes in and by the Principal Contract toward the Owner, insofar as they are applicable to this particular Subcontract, unless any terms or conditions are substituted or added by this agreement, in which event the conditions herein shall apply together with the conditions of the Principal Contract, and should there be any inconsistency between the terms herein and the terms of the Principal Contract, the terms herein shall control, together with the terms of the Principal Contract which have not been altered or changed hereby. In the event of any changes or alterations in plans and specification of the said Principal Contract, the Contractor shall notify the Subcontractor of said changes or alterations, and the Subcontractor will, thereupon, be bound and governed by the specification pertaining to said changes or alterations.

4. DESCRIPTION OF WORK: The Subcontractor agrees to perform the following work and agrees to accept the prices set forth herein in full payment for each item of work done:

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT PRICE	TOTAL
A014	Furnish & Install Reference Marker	160.00	\$ 39.99	\$ 6,398.40
A015	Furnish & Install Barrier Mounting Bracket	80.00	116.90	9,352.00
<u>TOTAL</u>				<u>\$15,750.40</u>

5. FINAL ESTIMATE QUANTITIES: The final quantities are to be determined from the final estimate of the Owner. If the quantities of work allowed the Subcontractor by the Contractor on any partial payment estimates are reduced for any reason after making any partial payment, then the Contractor may either deduct from any amount retained or from any subsequent payment, the amount of money represented by such reduction or may otherwise recover same from the Subcontractor.

B. Payment

6. PARTIAL PAYMENTS: (A) If satisfactory progress is being made, Contractor shall pay to Subcontractor within 7 (seven) calendar days from time work is complete upon the volume of work and materials in place in accordance with the quantities Applicable to his Agreement approved by the Owner, at the prices specified in this Agreement. Such payments are approximate only, and all partial estimates and payments shall be subject to correction in the final estimate and payment.

(B) Should any defective work or material or acceptable work that has been damaged by Subcontractor's operations be discovered prior to the final acceptance, or any part of the completed work, the estimate and payment for such defective or questioned work shall not be allowed until the defect has been remedied and the cause for doubt removed. Contractor shall not be required to make any payment or any partial or final estimate at any time while Subcontractor is in default under this Agreement. Should overpayments be made for any reason, Subcontractor agrees to promptly return same.

(C) Partial payment may be to the extent of the delivered cost of approved materials to be incorporated in the work, when delivered on the project or stored in acceptable storage places in the vicinity of the project, providing such payments are allowed by the Owner.

7. DEDUCTION OF SUMS DUE: Contractor may reserve from any amounts due or to become due to subcontractor sums equal to any indebtedness owed by Subcontractor for labor or material or equipment or any other obligations of Subcontractor on this project for which Contractor may be liable and as to which Contractor has received notice from Subcontractor or from any claimant. In the event of any breach by Subcontractor of any provisions or obligation of this Subcontract, Contractor shall have the right to retain out of and deduct from any payments due or to become due to Subcontractor an amount sufficient to completely protect Contractor from any and all loss, damage or expense therefrom, until the breach has been satisfactorily remedied or adjusted by Subcontractor.

8. PAYMENT OF FINAL ESTIMATE – RELEASE (A) The final amount of money to be paid the Subcontractor shall be computed by multiplying the final estimate of quantities as rendered by the Department times the unit price of such items as set forth in Paragraph 4 of this Agreement, plus any lump sum items, less the total amount of partial payments previously made. On or before (five) 5 days after Contractor is paid his final estimate by the Owner, he shall pay to Subcontractor his final estimate under this Agreement.

(B) The acceptance, by deposit or otherwise, by Subcontractor of the payment of the final estimate shall be considered as a release in full of all claims of each party hereto against all parties hereto arising under, out of, or by reason of this Subcontract or any modification thereof except (1) any claim of Subcontractor being processed as provided in Paragraph 9 hereof, and (2) any claim presented by Subcontractor to Contractor in writing prior to the payment of said final estimate and designated to be excepted from the operation of said release.

9. LIABILITY FOR LOSS, DAMAGE AND DELAY: The Contractor shall not be responsible to the Subcontractor for any loss, damage or delay of any type or nature caused by the Owner or any other subcontractor or material man other than for such amounts as the Owner or such other subcontractor or material man shall be liable to and shall pay to the Contractor, such loss, damage, or delay to be determined as if this subcontract provision did not exist, including any amounts found due under claim made by the Subcontractor, concerning any loss by the Subcontractor all amounts as are received by the Contractor from the Department or other subcontractor or material man for such loss, less the expenses of processing same. The Subcontractor hereby agrees to be bound by any decision made to any such disputes clause.

10. INDEMNITY: Subcontractor agrees to indemnify, protect and save harmless the Contractor from any and all actions, lawsuits, claims, cost, loss damage or liability of any kind or nature, including damage to property, even if owned, leased or used by Subcontractor or others, when such liability results from or on account of any act or omission of Subcontractor or any of his officers, agents, employees or servants.

C. PERFORMANCE

11. TIME AND PERFORMANCE – LIQUIDATED DAMAGES: The Subcontractor agrees to commence the work contracted for within ten (10) calendar days after being notified by the Contractor to do so, and to prosecute same diligently. It is specifically agreed that time is of essence in performance

and completion of this Agreement. If liquidated damages provided for in the Principal Contract for failure to complete the work within the specified time shall be assessed against the Contractor by reason of the Subcontractor's failure to complete his work on time, Contractor shall have the right to recover the amount of such damages from Subcontractor either by deducting such amount from any monies due or which may become due to the Subcontractor or by otherwise recovering same.

12. PROSECUTION OF WORK: If Subcontractor refuses or fails to prosecute the work, or any part thereof, with such diligence as, in the opinion of Contractor, will insure its completion within the time necessary to allow the Contractor to complete the Principal Contract within the time required thereby, or any extension thereof, or fails to complete said work within such time, Contractor may by written notice to Subcontractor, terminate his right to proceed with the work or such part of the work as to which there has been delay. In such event, Contractor may take over the work and prosecute the same to completion by the contract or otherwise, and Subcontractor and its sureties shall be liable to Contractor for any excess cost to the Contractor and the Department and for liquidated damages occasioned by such delay. If subcontractor's right to proceed is so terminated, Contractor may take possession of and utilize in completing the work such materials, equipment, supplies and plant as may be on the site of the work and suitable therefore. If Subcontractor shall breach any of the remaining terms, covenants, conditions or promises contained in this Subcontract or in the Subcontract documents, Contractor, unless such breach is corrected within five (5) days after written notice to Subcontractor, may take possession of Subcontractor's work and complete the same; in which event Subcontractor and his sureties shall be liable to Contractor for any excess cost to the Contractor and to the Department and for liquidation damages if provided for by this Subcontract; otherwise, for actual damages occasioned by such breach.

13. PROSECUTION IN EVENT OF DISPUTE: The pendency of any dispute arising under or in any way relating to this Subcontract shall not relieve Subcontractor of the duty to proceed diligently with all work to be performed by him under this Agreement.

14. COORDINATION: The Subcontractor agrees to perform and coordinate his work with that of the Contractor and other Subcontractors to the best interests of the work as a whole, as determined by the Contractor, and shall have no claim for extra compensation on account of delays, interference or hindrance caused by the Contractor or other subcontractors in the performance of their respective items of work.

15. SUB-SUBCONTRACTING: ASSIGNMENT: The Subcontractor agrees not to assign this Subcontract, or to sublet same, or any part thereof without first obtaining the written consent of the Contractor.

D. INSURANCE AND BOND

16. INSURANCE: Before commencing work under this Agreement, the Subcontractor shall furnish to the Contractor policies or certificates necessary to meet either (1) the minimum insurance requirements of the Principal Contract, or (2) the requirements set forth below, in the event that such minimum requirements of the Principal Contract do not exceed these requirements:

A. Workmen's Compensation and Employers's Liability Insurance

Coverage A- Statutory Benefits Liability imposed by the Workers Compensation and/or Occupational Disease statute(s) or the State or States where this contract is fulfilled.

Coverage B- Employers Liability (limits)

\$100,000 per accident

\$500,000 disease policy

\$100,000 disease/employee

B. Comprehensive General Liability

Limits: Bodily injury, including death resulting therefrom, and Property damage to a combine single limit of \$100,000 per occurrence. A \$1,000,000 annual project aggregate limit applies to Premises-Operations Property Damage Liability and to the hazards of Products/Completed Operations and Contractual Liability.

Extensions of Coverage: (1) Blanket Explosion, Collapse and Underground Coverage (2) Apex Contracting Inc. is to be named as additional insured.

C. Comprehensive General Liability

Limits: Bodily injury, including death resulting there from, and Property damage to a combined single limit of \$1,000,000 per accident. Insurance should be in direct and contingent form; that is, direct on automobile and equipment hired by Subcontractor and contingent on the automobile and equipment hired by Ssub-contractor. Contractor must be endorsed as a named insured in such policy(s).

Policy Form: Personal Injury Protection, uninsured and underinsured motorists, No Fault, and other statutorily required coverage should be endorsed to meet the minimum requirements of each state this contract involves.

Extension of Coverage: Insurance, to be acceptable, must not be subject to change or cancellation in less than Thirty (30) days after receipt of notice by Contractor.

17. BONDS: The Subcontractor shall furnish to the Contractor, if required by the Contractor, a corporate surety payment and performance bond in conformity to this Subcontract, on a form provided by the Contractor, and with Surety acceptable to the contractor, in a sum of sums equal to One Hundred (100%) percent of the total contract price sublet hereunder.

E. MISCELLANEOUS

18. LABOR RELATIONS: Subcontractor and its lower tier subcontractors shall not enter into any agreement (present or future), with any professional organization, association or union which will be binding on the Contractor.

Subcontractor and its lower tier subcontractors shall not employ anyone in the Subcontractor's work whose employment may be objectionable to the Contractor or the Owner. All labor used throughout the work by Subcontractor or any of its lower tier subcontractors shall be of a standing or affiliation that will permit the Project to be carried on harmoniously and without delay, and that will not, in any case, or under any circumstances, cause any disturbance, interference or delay to the progress of the Project.

19. COMPLIANCE WITH LAWS: The Subcontractor agrees to comply with the federal, state and local laws, executive orders, codes and regulations and all municipal ordinances and regulations effective where the work is to be performed under this subcontract, and to pay all fees, taxes, including sales and use taxes imposed by any State or Federal law for any employment insurance, pensions, old age retirement funds, or any similar purpose and to obtain and pay for any and all necessary permits. Where applicable, Subcontractor shall furnish Contractor copies of assurances and other documents in such form as may be required by said laws, rules, regulations or executive orders. In the event the Subcontractor shall fail or refuse to furnish such copies, where applicable, then this Agreement may, at the option of the Contractor and without notice, be declared null and void and of no effect, and the said Contractor is hereby authorized without liability or obligation to the Contractor, to re-let the work described herein to any other person, firms or corporation it so chooses. Where required by applicable law, rules, regulations or executive orders, Equal Opportunity provisions, (Appendix 1)* attached hereto (PR 1273), Required Contract Provisions Federal Aid Construction Contracts, shall be included herein as part of this Subcontract and Subcontracts and Material Contracts entered into by Subcontractor. On federally assisted construction projects, a certificate of nonsegregated facilities (see next paragraph) shall be included herein as part of this Subcontract, and Subcontractor agrees to obtain and retain in its file identical certificates for all lower tier Subcontracts exceeding \$10,000 and all Supply and Raw Material Contracts exceeding \$100,000 entered into by Subcontractor.

20. CERTIFICATION OF NONSEGREGATED FACILITIES: The Subcontractor, by execution of the Subcontract Agreement, certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. The Subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in the certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, other storage or dressing area, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or in face segregated on the basis of race, creed, color, handicap, or national origin, because of habit, local custom or otherwise.

21. ENTIRE CONTRACT: It is agreed that the terms and conditions of this Agreement are fully covered in the foregoing, and that any oral or written statements made by either party, or agents claiming to represent either party, not set forth herein, are not binding on the parties and are not to be considered as a part of this contract.

This Agreement shall be construed to have been made at Paris, Kentucky once it has been finally executed by the Contractor hereunder.

IN WITNESS WHEREOF, The Contractor and Subcontractor have executed this Subcontract on the day and year first above written, by their proper officers or agents, duly authorized in the premises.

(*) APPENDIX I – Form PR-1273

SIGNATURE PAGE

Sworn and Subscribed Before Me:

Chyllis A. Mattox

Notary Public

My commission expires 7/2/2006

CONTRACTOR:

Apex Contracting Inc.

Frank D. Whitney PRES

Sworn and Subscribed Before Me:

Kara Johnson

Notary Public

My commission expires 8-1-10

SUBCONTRACTOR:

M.A.S. Markers, Inc.

By Michael A. Johnson

Title PRESIDENT

Federal ID # 35-1983873

ACORD**CERTIFICATE OF LIABILITY INSURANCE**OP ID RT
MASMA-1DATE (MM/DD/YY)
02/13/03

PRODUCER

Tobias Insurance Group, Inc.
9247 N. Meridian St. Ste. 300
Indianapolis IN 46260
Phone: 317-844-7759 Fax: 317-844-9910

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

M.A.S. Markers, Inc.
1625 S. 400 E.
Lebanon IN 46052

INSURER A: **Acuity A Mutual Insurance Co.**
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
A	GENERAL LIABILITY	F59791 (02)	03/07/02	03/07/03	EACH OCCURRENCE	\$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$ 100,000	
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000	
					PERSONAL & ADV INJURY	\$ 1,000,000	
					GENERAL AGGREGATE	\$ 2,000,000	
					PRODUCTS - COMP/OP AGG	\$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY	F59791 (02)	03/07/02	03/07/03	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$	
	<input checked="" type="checkbox"/> HIRED AUTOS						
<input checked="" type="checkbox"/> NON-OWNED AUTOS							
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$	
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$	
					AUTO ONLY: AGG	\$	
A	EXCESS LIABILITY	F59791 (02)	03/07/02	03/07/03	EACH OCCURRENCE	\$ 3,000,000	
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 3,000,000	
	<input type="checkbox"/> DEDUCTIBLE					\$	
	<input type="checkbox"/> RETENTION \$					\$	
						\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	F59791 (02)	03/07/02	03/07/03	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER		
	E.L. EACH ACCIDENT				\$ 500000		
	E.L. DISEASE - EA EMPLOYEE				\$ 500000		
	E.L. DISEASE - POLICY LIMIT				\$ 500000		
	OTHER						

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
ADDITIONAL INSURED [GENERAL LIABILITY]: APEX CONTRACTING, INC.
RE: JOB: CONTRACT CM 3002 (104), I-75, BOONE COUNTY, KY.

CERTIFICATE HOLDER

Y

ADDITIONAL INSURED; INSURER LETTER: A

CANCELLATION

APEX -- 6

APEX CONTRACTING, INC.
P. O. BOX 798
PARIS KY 40362-0798

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

